



TERMS, CONDITIONS AND LIMITATIONS OF LIABILITY

- (1) Shipper agrees that the goods described herein are accepted in apparent good order (except as noted) for transportation as specified, subject to governing rules and tariffs in effect on the date of this bill of lading.
- (2) All weights entered on this bill of lading are subject to verification by the Carrier. If dimensional weight applies under terms of governing tariffs, dimensions of the shipment, in inches, are to be shown on the bill of lading.

(3) LIMITATION OF LIABILITY

Carrier's liability for loss or damage is limited to \$50.00 for any shipment of 100 pounds or less; and carrier's liability for shipments greater than 100 pounds is limited to \$.50 (fifty cents) per pound, applicable only to that portion of the shipment actually lost or damaged, UNLESS THE SHIPPER DECLARES AND PAYS FOR A HIGH VALUE.

The Shipper may increase Carrier's liability by declaring and initialing a higher value on the face of the bill of lading and paying the additional charges. Declared value may not exceed actual value. Carrier's liability for complete loss or damage will be the lesser of the total declared value or the total actual value. Carrier's liability for partial loss or damage will be prorated based on the ratio of total declared value to total actual value. For example: Shipper tenders goods with a total actual value of \$10,000. Shipper declares and pays for a value of \$5,000. Partial loss or damage occurs in the amount of \$4,000. Claim would be settled for \$2,000 (ratio of total declared value of \$5,000 to total actual value of \$10,000 X partial loss or damage of \$4,000 = \$2,000).

The Carrier will not be liable for the Shipper's acts, defaults, or omissions including but not limited to, improper or insufficient packing, securing, marking, or addressing or for the acts, defaults, or omissions of the party receiving the goods or any other party with an interest in the goods.

The Carrier will not be liable for loss, damage, or delay caused by events it cannot control or foresee, including but not limited to, acts of God, acts of public, acts of public authorities, quarantine, inherent vice, strikes, riots, and civil commotions.

Base Transportation Rate and an excess value charge of 30 cents per \$100.00 or fraction thereof by which the released value exceeds that for which the base rate applies.

THE CARRIER WILL NOT BE LIABLE FOR SPECIAL CONSEQUENTIAL OR INCIDENTAL DAMAGES, WHETHER OR NOT THE CARRIER KNEW THAT SUCH DAMAGES MAY BE INCURRED.

(4) CLAIMS

Any claims for damages discovered after delivery of a shipment, and not noted on the delivery receipt, must be submitted to Carrier, in writing, within 15 days (total) of the delivery date.

Any claim for loss or damage noted at the time of delivery must be submitted to Carrier, in writing, within 270 days (total) after acceptance of shipment by Carrier.

No claim for loss or damage will be until all transportation charges have been paid.

Claims cannot be deducted from transportation charges.

Claims must be submitted in writing to the Claims Department.

(5) LIMITATION OF ACTIONS

The Carrier will not be liable in any action to enforce a claim unless (1) the above-mentioned terms and conditions have been complied with by the Claimant and. (2) such action is presented within two years from the date the Carrier notified Claimant, in writing, that it had disallowed the claim in whole or in part.

The Carrier shall be entitled to reasonable attorney's fees in any action it takes to collect charges for this shipment. Any disputes, disagreements or litigation arising as a result of this invoice, or the contract for transportation services represented by this invoice or any associated bills of lading or other documents associated herewith, shall be subject to the jurisdiction and venue of the Ontario Court of Justice. Both parties to this invoice expressly acknowledge and agree that this agreement relative to jurisdiction and venue is a condition precedent to Land Air Express (Canada) Ltd. hauling or delivering any freight or goods whatsoever. This agreement as to jurisdiction and venue may only be waived in writing and signed by an authorized representative of Land Air Express (Canada) Ltd.

(6) OTHER

No employee, agent, servant, or representative of Carrier has the authority to add, alter, modify, or waive any provision of this contract, governing rules, or tariffs.